

DEPARTMENT OF INDUSTRIAL RELATIONS  
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## SCOPE OF WORK PROVISIONS

FOR

**IRON WORKER**

IN

**ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA**



# AGREEMENT

IRON WORKER  
EMPLOYERS State  
of California and a  
Portion of Nevada . . . and

DISTRICT COUNCIL  
OF IRON WORKERS  
OF THE STATE OF  
CALIFORNIA AND  
VICINITY . . .

July 1, 1998 ~~June 30, 2001~~ RECEIVED  
Department of Industrial Relations



SEP 10 1998

Div. of Labor Statistics & Research  
Chief's Office



APPRENTICES

JOURNEYMEN

WAGES

WAGES

### SECTION 1. Purpose of Agreement

A — This Agreement is entered into by collective bargaining between the Employers and the Union to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employers and the workmen in this trade and to prevent waste, unnecessary and avoidable delays and expenses, for the purpose, at all times of securing for the Employers sufficient skilled workmen and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, also that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and by which these ends may be accomplished.

B — The California Ironworker Employers Council, Inc., composed of the collective bargaining representatives for the Employers who are:

The Western Steel Council, Inc.  
The Steel Fabricators Association of  
Southern California, Inc.  
The Associated General Contractors of  
California, Inc.  
San Diego Chapter, Inc. Associated  
General Contractors of America  
Nevada Chapter of the Associated  
General Contractors of America, Inc.  
Building Industry Association of  
California, Inc., now known as  
Building Industry Association of  
Southern California, Inc.  
Industrial Contractors, UMIC, Inc.  
Association of Construction Employers  
Associated General Contractors  
Las Vegas Chapter  
Southern California Contractors  
Association, Inc.

and such other individual employers who are members of the California Ironworker Employers Council, Inc. and signatory hereto hereinafter referred to as the EMPLOYERS. The term UNION means any of the Local Unions affiliated with the District Council of Iron Workers of the State of California and Vicinity composed of Local Unions 118, Sacramento, 155, Fresno, 229, San Diego; 377, San Francisco; 378, Oakland, 416, Los Angeles and 433, Los Angeles.

### SECTION 2. Effective Area

This Agreement covers all work in the State of California and the State of Nevada with the exception of the Counties of Elko, Eureka and White Pine located in the State of Nevada.

### SECTION 3. Craft Jurisdiction

A — This Agreement shall cover all work in connection with field fabrication and/or erection of structural, ornamental and reinforcing steel work coming within the jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers recognized by the Building and Construction Trades Department of the American Federation of Labor — Congress of Industrial Organizations.

B — It is agreed the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that claims are subject to trade agreements and final decisions of the AFL-CIO.

C — The Iron Workers jurisdictional claims for its journeyman and apprentice Iron Workers shall include but not be limited to job classifications of Architectural and Ornamental, Machinery Movers, Erectors and Riggers, Reinforcing Iron Workers, Structural, Stone Derrick Men, Welders, Fence Erectors and Sheetors and shall include but not be limited to the following.

All work in connection with field fabrication and/or erection of structural, ornamental and reinforcing steel including but not limited to the fabrication, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and substitute materials, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such

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JOURNEYMAN  
WAGES

APPRENTICE  
WAGES

SUPPLEMENTAL  
DUES

as but not limited to "Cofar", "Trusdeck", Mahon "M", smoke conveyors, perstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, parts, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames, aluminum, rolling fire and iron doors, cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings, elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including preengineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation, frames in support of boilers, materials altered in field such as framing, cutting, bending, drilling, burning and welding, including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments, false work, travelers, scaffolding, pile drivers, sheet piling, derricks, cranes, the erection, installation, handling and operating of same on all forms and types of construction work; railroad bridge work including maintenance thereof; moving,

hoisting and lowering of machinery, skid modules and placing of same on foundation, including bridges, cranes, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, steel and other materials used for the purposes of prestressing and poststressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, poststressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall and window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sun screens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers, installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, cableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on high-lines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading,

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hoisting, handling and rigging of all building materials delivered to the job site, hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies, all overhead travelers, duorails, tramrails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss slab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction, the erection of solar energy systems, energy producing windmill type towers; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc. (this shall not preclude the use of Supervisory or Administrative personnel to direct these operations utilizing such instruments), the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying of all material used to reinforce concrete construction shall be done by Iron Workers. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltext but will not be required as a stand-by man.

#### **SECTION 4. Union Security**

A — Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on

work covered by this Agreement on the effective date of this Subsection A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such work with any individual employer following the beginning of such employment, or the effective date of this Subsection A, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

B — The individual employer shall not be required to discharge any employee pursuant to this Section until a written request from the District Council of Iron Workers or Local Union for such action, stating all pertinent facts showing the noncompliance shall have been served upon such individual employer or his agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the individual employer shall not interrupt or interfere with the progress of the work.

C — The provisions of this Section 4 shall be applicable in California and applicable in Nevada to the full extent permitted by law.

D — No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union.

The Union shall be the sole judge of the qualifications of its members.

E — The individual employer shall be the sole judge of the qualifications of all of his employees and may on such grounds discharge any of them.

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CALIFORNIA AND A PORTION OF NEVADA FIELD IRON WORKERS

2001 CONTRACT CHANGES AS NEGOTIATED

THE 1998-2001 IRON WORKERS MASTER AGREEMENT IS EXTENDED FOR THREE (3) YEARS  
 WITH THE FOLLOWING CONTRACT LANGUAGE AND MONETARY CHANGES

MONETARY INCREASES AND CHANGES

NEW TOTAL HOURLY PACKAGE  
 INCLUDING FRINGES

<u>Effective Date</u>	<u>Hourly Increase</u>	<u>Allocation</u>	<u>Reinforcing, Structural &amp; Ornamental I.W.</u>	<u>Fence Erector I.W.</u>
07-01-01	\$ 1.45	\$1.25 Wages \$ .20 Pension* (to increase pension benefits)	\$ 40.87	\$ 39.98
07-01-02	\$ 1.55	To be allocated by the Union prior to July 1, 2002	\$ 42.42	\$ 41.53
07-01-03	\$ 2.00	To be allocated by the Union prior to July 1, 2003	\$ 44.42	\$ 43.53
	<u>\$ 5.00</u>	TOTAL HOURLY PACKAGE INCREASE FOR THREE (3) YEARS EFFECTIVE JULY 1, 2001 THROUGH JUNE 30, 2004		
07-01-02	\$ 9%	Foremen wage increase. Foremen's pay has been converted from a flat rate to a percentage of the journeyman rate which, as you know, means all future wage increases will automatically give the Foremen a corresponding increase.		
07-01-03	\$ 10%			
07-01-01	Work Hours Per Day - Add two mandatory rest periods per day or be paid for missed rest period. See clarification in Language Changes.			
01-01-02	Wage Rates and Other Remuneration - Expand Congestion Zone Fee from San Francisco to include Santa Clara, San Mateo and Alameda County at \$8.00 per day. See Language Changes for 2 <sup>nd</sup> and 3 <sup>rd</sup> year monetary increases.			
07-01-02	Apprentices Wage Rates - 1 <sup>st</sup> period increased to 55%, 2 <sup>nd</sup> period increased to 60%, 3 <sup>rd</sup> period increased to 65%.			

\*Note: The increase of \$.20 to the Pension Plan is being diverted from the Labor Management Cooperative Trust Contribution.

LANGUAGE CHANGES

THE AGREEMENT KNOWN AS IRON WORKER EMPLOYERS STATE OF CALIFORNIA AND A PORTION OF NEVADA . . . AND DISTRICT COUNCIL OF IRON WORKERS OF THE STATE OF CALIFORNIA AND VICINITY DATED JULY 1, 1998 - JUNE 30, 2001 MASTER AGREEMENT IS EXTENDED FOR (3) YEARS WITH THE FOLLOWING MODIFICATIONS, CHANGES, AMENDMENTS, SUPPLEMENTS AND RENEWALS:

UPDATE ALL LANGUAGE TO REFLECT NEW DATES:

- Section 3. **Craft Jurisdiction** - expand scope of Iron Workers work to include composites, carbon fiber and fiberglass and all other substitute materials.
- Section 6. **Work Hours Per Day - Add B-2. Rest Periods.** Every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes per rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area. Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his or her applicable rate of pay within the same pay period. A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. If an individual employer fails to authorize or permit an employee a rest period in accordance with the applicable provisions of this Section the individual employer shall pay the employee one (1) hour of pay at the employee's applicable rate of compensation for each work day that the rest period was not provided. Penalties for violation of this Section shall be in accordance with Wage Order No. 16 of the Industrial Welfare Commission as interpreted by the Department of Industrial Relations. Nothing in this section confers any right or duty on the Department of Industrial Relations to resolve any dispute or assess any actual penalties for violations of this Section. Any dispute regarding the provisions of this Section shall be subject to Section 28 Grievance Procedure of this Agreement.
- Section 7. **Wage Rates and Other Remuneration - A - Wage Rates and Foremen - See Monetary Increases and Changes.**  
**Foremen** - Effective July 1, 2002, Foreman shall be paid not less than 9% more than the regular hourly journeyman rate. Effective July 1, 2003, Foreman shall be paid not less than 10% more than the regular hourly journeyman rate. **Subsection B - Parking Fees** - Add "San Francisco (including Yerba Buena Island) - Due to the unique parking and congestion problems common in San Francisco, each Iron Worker working in the City of San Francisco, as defined below, shall receive \$8.00 per day as a Congestion Zone